

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon requests;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**( X ) I05 – ALLOWABLE COST AND PAYMENT FAR 52.216-7 (APR 1998)**

Applicable to Cost-Reimbursement CLINs 0004,0005, 5004 and 5005 only.

**( X ) I06 – ORDERING FAR 52.216-18 (OCT 1995)**

Applicable to ID/IQ CLINs 0001 through 0003 and 5001 through 5003 only.

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued any time upon completion of the transition period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**( X ) I07 – ORDER LIMITATIONS FAR 52.216-19 (OCT 1995)**

Applicable to ID/IQ CLINs 0001 and 5001 only.

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one, the government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. No maximum dollar or quantity limitations are set for Task Orders issued under the terms of this contract.

**( X ) I10 – SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS FAR 52.244-6 (OCT 1998)**

(a) Definitions.

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- |                |  |
|----------------|--|
| (1) 52.222-26, | Equal Opportunity (E.O. 11246)   |
| (2) 52.222-35, | Affirmative Action for Disabled Veterans and Veteran of the Vietnam Era (38 U.S.C. 4212(a));   |
| (3) 52.222-36, | Affirmative Action for Workers with Disabilities (29 U.S.C 793); and   |
| (4) 52.247-64, | Preference for Privately Owned U.S.-Flagged Commercial Vessels 46 U.S.C. 1241) (Flow down not required for subcontracts awarded beginning May 1, 1996) |

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**( X ) I11 - AUTHORIZED DEVIATIONS IN CLAUSES FAR 52.252-6 (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR supplement (48 CFR Chapter 2) or Defense Logistics Acquisition Regulation Clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**( X ) I12 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR FAR 52.232-19 (APR 1984)**

Funds are not presently available for performance under this contract beyond September 2000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

**( X ) I15 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES FAR 52.222-42**  
**(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

## **SECTION K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

### **( X ) K01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also the full text of a solicitation provision may be electronically accessed at this/these address(es):  
<http://web.deskbook.osd.mil>.

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) PROVISIONS:**

<b><u>FAR Ref. No.</u></b>	<b><u>Provision Title and Date</u></b>
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FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
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FAR 52.222-21	Certification of Nonsegregated Facilities (FEB 1999)
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#### **II. DEPARTMENT OF DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2) PROVISIONS**

<b><u>DFARS Ref. No.</u></b>	<b><u>Provision Title and Date</u></b>
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DFARS 252.225-7000	Buy American Act-Balance of Payments Program Certification (DEC 1991)
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### **( X ) K02 - PERFORMANCE BOND - SUBMITTAL OF 1418 - FAR 52.228-16 (SEP 1996)**

In compliance with the solicitation requirements, offerors shall furnish required documentation establishing firm commitment of the performance bond to the Contracting Officer within 10 days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond.

### **( X ) K03 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2 (APR 1985)**

(a) The offeror certifies that –

(b) All offerors must submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701 (c) and 3325 (d), issued by the IRS. If the resulting contract is subject to the payment reporting requirements furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal government;

(e) Type of organization.

☐ Sole proprietorship

☐ Partnership

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**( X ) K05 - WOMEN-OWNED BUSINESS FAR 52.204-5 (MAY 1999)**

(a) Representation. The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(b) Definition.

is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**( X ) K07 - DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS 252.209-7001 (MAR 1998)**

(a) Definitions. As used in this provision –

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

**( X ) K08 – MINIMUM ACCEPTANCE PERIOD**

(a) "Acceptance period", as used in this paragraph, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) The Government requires a minimum acceptance period of 230 calendar days.

(c) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offerors allows the following acceptance period: \_\_ calendar days.

(d) In compliance with this solicitation, the offeror agrees, if this offer is accepted within 230 calendar days from the date for receipt of offers specified in block 9 of the Standard Form 33, to furnish any or all services/items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

**( X ) K09 - SMALL BUSINESS PROGRAM REPRESENTATIONS FAR 52.219-1  
(NOV 1999) ALTERNATE I, ALTERNATER II (NOV 1999)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 4225.

(2) The small business size standard is 18.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the

HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- i. \_\_\_\_ Black American.
- ii. \_\_\_\_ Hispanic American.
- iii. \_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- iv. \_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- v. \_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- vi. \_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions.

"Joint venture", for purpose of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s).

The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earning must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.



"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645 (d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and,
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**( X ) K10 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FAR 52.222-22  
(FEB 1999)**

The offeror represents that --

(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

**( X ) K13 – REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED  
COMPUTER SOFTWARE FAR 52.227-15 (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option or order additional data under the Addition Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data – General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights or restricted computer software marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data – General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) –

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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**( X ) K14 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION**  
**FAR 52.230-1 (APR 1998)**

**Note:** This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this solicitation.

**Caution:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **Certificate of Concurrent Submission of Disclosure Statement.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)  
Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO where filed: \_\_\_\_\_.

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

**Caution:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more , or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. Additional Cost Accounting Standards to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

#### **(X) K15 – REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS 252.247-7022 (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it –  
\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.  
\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

#### **( X ) K16 – OFFEROR AUTHORIZED REPRESENTATIVE(S)**

Offerors shall identify individual(s) authorized to represent the offeror’s position and commit to hold discussions, provide clarification or other exchanges between Government and offeror:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of public review period of 20 calendar days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below). The Government assumes no liability for costs incurred during the periods specified in (1) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(c)(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review period of 20 calendar days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedures (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

**( X ) L03 – CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://web.deskbook.osd.mil>.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE**

<b><u>FAR Ref. No.</u></b>	<b><u>Clause Title and Date</u></b>
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FAR 52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)
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**( X ) L04 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION  
OTHER THAN COST OR PRICING DATA FAR 52.215-20 (OCT 1997)  
ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information as described in Provision L23 - Cost/Price Proposal and Executed Request for Proposal Documents and Certification:

**( X ) L05 - SITE VISIT FAR 52.237-1 (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after award.

**NOTE:** The site visit is scheduled for Sunday, August 27, 2000 at Defense Distribution Depot San Diego, California, commencing at 0800. The site visit is in conjunction with the Pre-Proposal Conference and complements data contained in the technical exhibits. To arrange attendance at the conference, e-mail Ms. Kathy Manley at [defense\\_depots@dsccl.dla.mil](mailto:defense_depots@dsccl.dla.mil). Registration is limited to no more than two representatives per company. The cut-off for registration is COB August 18, 2000.

**( X ) L06 - PRE-PROPOSAL CONFERENCE DSCC 52.215-9C07 (MAR 1990)**

(a) Offerors are encouraged to attend a Pre-Proposal Conference to be held at the Defense Distribution Depot San Diego, California, at 0800 on Monday, August 28, 2000. To arrange attendance at the conference, e-mail Ms. Kathy Manley at [defense\\_depots@dsccl.dla.mil](mailto:defense_depots@dsccl.dla.mil). Registration is limited to no more than two representatives per company. The cut-off for registration is COB August 18, 2000. The purpose of the conference is to provide the Government an opportunity to present solicitation terms and conditions, explain and provide clarity to the agency's expectation in performance, and respond to questions from prospective offerors. Interested offerors are requested to submit any questions they may have in advance of the conference. Such questions shall be answered and made available to all interested parties at the conference if receipt of advance questions provide the Government adequate time for proper response. Questions must be directed to the individual identified in Block 10 of the SF 33 and instructed by L13. Remarks and explanations provided at the conference shall not be considered to supersede or otherwise qualify any of the terms of this solicitation unless formally incorporated by amendment.

(b) The Government will schedule a Distribution Standard System (DSS) Demonstration. DSS Demonstration will be conducted at 1230 on Monday, August 28, 2000 and will conclude no later than 1630. A second DSS HOD session may be considered for the afternoon of August 27, 2000 and is strictly dependent on the level of interest with scheduling to be determined. Potential offerors may request registration for both dates; however, the Government reserves the rights to combine, move, and cancel any sessions based on registered attendees. Offerors will receive confirmation of attendance for the DSS Demonstration as requested or be given the opportunity to attend available DSS Demonstration sessions. Registration will be limited to a maximum of two representatives from any one. The objective of the DSS Demonstration is to familiarize potential offerors on functionality and relationship of this

**( X ) L12 - SEQUENCE OF EVENTS DURING PROPOSAL EVALUATION**

(a) Written proposals and oral presentation materials will receive an initial screening to ensure completeness and compliance with minimum solicitation requirements. Submissions failing to meet stated minimums may not warrant further consideration by the Government as prescribed by evaluation criteria set forth in Section M. During initial screening, emphasis will be focused on Technical Proposal (Volume I) and Past Performance (Volume II) for purposes of proceeding to oral presentations.

(b) Communications are exchanges between the Government and offerors. Subsequent to receipt of proposals, communications may be conducted with offerors as deemed necessary by the Government in accordance with the procedures set forth in FAR 15.306. They will be conducted as follows:

(1) Requests for clarification and/or information concerning this solicitation shall be submitted in writing either by mail, fax, or electronic mail to the following:

DEFENSE SUPPLY CENTER, COLUMBUS  
DSCC-PR  
P.O. BOX 3990  
COLUMBUS, OH 43216-5000  
Attn.: Solicitation SP0700-00-R-7007  
Fax Number: (614) 692-6273  
Email: defense\_depots@dscclia.mil

(2) If sent electronically, the subject shall be "Clarification of Solicitation SP0700-00-R-7007". An acknowledgement of receipt will be sent within one business day. Offerors not receiving an acknowledgement within one business day should assume electronic transmission was not successful and resend. The Government assumes no responsibility for delay or loss of electronically transmitted correspondence.

(3) Request for clarification and/or information concerning this solicitation should be submitted in the following format:

Reference: Section \_\_\_\_, Page \_\_\_\_, Paragraph \_\_\_\_, (or Figure \_\_\_\_).

Question: \_\_\_\_\_

Name and Fax number: \_\_\_\_\_

(4) No information concerning this solicitation or requests for clarification will be provided in response to offeror-initiated telephone calls. All such requests must be made in writing and submitted to the above addresses. Inquiries will be answered in writing and provided to all offerors. However, because of response time, requests may not be answered if received by the above addressee within five calendar days of the due date for offers as specified in this solicitation.

(c) To streamline the acquisition process, the Government may perform a preliminary evaluation of past performance and the written technical proposals prior to oral presentations. Based on this evaluation, offerors will then be notified either when their oral presentation will be conducted or their proposal has been eliminated from further consideration. Therefore, the

currently employed by the offeror/subcontractor, may participate in the presentation. Within those constraints, offerors will have the option of selecting the participants to make their firm's oral presentation. Award of the contract to an offeror proposing to utilize a subcontractor does not constitute approval of that subcontractor under the Section I clause FAR 52.244-1, "Subcontracts – Alternate1."

(d) Technical oral presentations will be held at DSCC in Columbus, Ohio. Offerors will make their oral presentation in person to the Source Selection Evaluation Board (SSEB) and Contracting Office representatives. After the initial screening of proposals, the order in which offerors will make their presentations to the SSEB will be determined by the Contracting Officer through a random drawing. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time.

(e) The Government will videotape each offeror's oral presentation for permanent documentation. If desired, offerors may request a copy of their presentation video at the same time a debriefing is requested.

(f) The Government will evaluate the information presented during the presentation. The entire presentation, including set-up time, will not exceed four hours. The format of the presentation is as follows:

(1) Set Up - The Government will provide offerors with access to the room in which the presentation is to occur one-half hour before the scheduled start time. This is to provide offerors time to prepare for their presentation.

(2) Presentation - Total presentation time shall not exceed one hour.

(3) Sample Task - Offerors will be presented with a sample task and will be expected to prepare and present a solution.

(4) Break

(5) Questions and Answers - The Government may request clarification of any of the points addressed which are unclear or may ask for elaboration by the offeror.

(g) The offeror's goal for the oral presentation should be to convince the government evaluators that they understand the performance work statement and have applied adequate resources to the requirements. The offeror shall demonstrate how they plan to meet the stated requirements and that the offeror has the necessary understanding, expertise, facilities, personnel and experience to successfully accomplish the proposed work. The oral presentation should be practical and simple, providing a straightforward and concise delineation of the approach the offeror will use to perform the PWS. The offeror may use notes during the presentation; promotional marketing tools shall not be a part of the presentation. The offeror's oral presentation shall be made using the same charts as originally submitted with their proposal. The Government will provide the evaluators with necessary copies.

(h) After completion of the oral presentation and sample task, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the offeror. This will be for clarification only and will not constitute discussions.



businesses combined generally will receive a higher rating on this factor. Subjectivity in the evaluation of offeror's plan considers information rendered from but not limited to the following areas: previous involvement of small business concerns as prime contractors or subcontractors in similar acquisitions; proven methods of involving small business concerns as subcontractors in similar acquisitions; and, the relative success of methods the offeror intends to use to meet the goals and requirements of the plan, as evidenced by records maintained by contractors.

(i) The extent of commitment to use SDB concerns, such as enforceable commitments; complexity and variety of the work SDB concerns performed; realism of the proposal; past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and, the extent of participation of SDB concerns in terms of the value of the total acquisition, are weighted more heavily than non-enforceable ones. Any resulting contract, to the extent the SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in the contract, and the contractor shall be required to notify the contracting officer of any substitutions of firms that are not SDB concerns.

(ii) The Plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of successful execution of the plan.

(2) Evaluation of Plan for Socioeconomic Program Utilization: The Plan for Socioeconomic Program Utilization will be evaluated and is applicable to all offerors submitting a proposal against this solicitation as required under DLAD 52.215-9002. An offeror's efforts to develop additional opportunities and/or a plan that proposes a higher percentage, complexity level, and variety of participation by small, HUBZone small, small-disadvantaged and women-owned small businesses combined generally will receive a higher rating on this factor. An offeror's proposal for socioeconomic program support will be made a part of any resulting contract for use in determining if the contractor has adhered to any subcontracting or socioeconomic plan. These plans will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the Contracting Officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(i) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements. Those offerors who demonstrate their commitment to the MBA program by submitting a plan are advised that any agreement(s) will be compared with the proposal contained in the contract with DLA to ensure that it adequately reflects the mentor's obligations expressed within the contract. Identification of established parameters for involvement under the program and assistance already undertaken must be addressed.

(ii) The JWOD Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors in accordance with DLAD 52.215-9005, Javits-Wagner-O'Day Act Entity Support Evaluation (DEC 1997). An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD-qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher